

HUSCH BLACKWELL LLP

David Stauss (NJ I.D. #013862005)
 1801 Wewatta Street, Suite 1000
 Denver, CO 80202
 Telephone: 303.749.7200
 Facsimile: 303.749.7272
 Email: david.stauss@huschblackwell.com

HUSCH BLACKWELL LLP

Caleb T. Holzaepfel, Esq.
Pro Hac Vice Pending
 736 Georgia Avenue, Suite 300
 Chattanooga, Tennessee 37402
 Telephone: 423.755.2654
 Email: caleb.holzaepfel@huschblackwell.com

*Attorneys for Attorneys for Levy Affiliates,
 managing agent for 7900 Sunset LP*

**UNITED STATES BANKRUPTCY COURT
 DISTRICT OF NEW JERSEY**

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In re	: Chapter 11
	:
NEW RITE AID LLC, <i>et al.</i> ,	:
	: Case No. 25-14861 (MBK)
	:
Debtors. ¹	: (Jointly Administered)
	:
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**7900 SUNSET LP’S OBJECTION TO
 DEBTORS’ ASSUMPTION AND STATED CURE AMOUNTS**

Levy Affiliates, managing agent for 7900 Sunset LP (“Landlord”) a, pre-petition creditor and unexpired lease counter-party with Debtor Thrifty Payless, Inc., by and through counsel,

¹ The last four digits of Debtor New Rite Aid, LLC’s tax identification number are 1843. A complete list of Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/RiteAid2025/Home-DocketInfo>. The location of Debtor New Rite Aid, LLC’s principal place of business and Debtors’ service address in these chapter 11 cases is 200 Newberry Commons, Etters, PA 17319.

hereby files this Objection (the “Objection”) to assumption and assignment of that certain *Lease* dated August 24, 1988 (as amended from time to time) between Landlord and Thrifty Payless, Inc. (the “Lease”) and, in support thereof, states as follows:

1. Landlord objects to any assumption and assignment of the Lease absent Debtors meeting the requirements of 11 U.S.C. § 365. Landlord incorporates by reference and asserts as if stated herein the arguments made by landlords Benderson Development Group, Brixmor Property Group, First Washington Realty, Lerner Properties, NNN Reit, Inc., and Regency Centers, L.P. in their recent *Limited Objection of Various Landlords to Debtors’ Assumption and Assignment of Certain Unexpired Leases* [Dkt. No. 410] (the “Landlord Objection”).

2. Although sales have been approved, no list of leases purportedly sold, nor cure notice related to landlord leases has been filed – nor has a notice been received by Landlord.

3. Landlord herein asserts that Debtors were in monetary default under the terms of the Lease as of the Petition Date in the amount of \$155,677.50 (the “Cure Amount”). As such, Landlord herein objects to the assumption of the Lease absent payment of the Cure Amount. Landlord herein reserves the right to file a supplementary cure objection or for additional amounts accrued but not yet billed under any Lease.

4. Landlord further objects to the assumption of the Lease absent payment of all cure amounts owed thereunder through the effective date of assumption, including any amounts that will become due or be invoiced on or after the Petition Date (including, but not limited to, additional amounts, not yet known, that accrued following the Petition Date, such as year-end adjustments to various items including, but not limited to, real estate taxes, common area maintenance, percentage rent and insurance), as well as attorneys’ fees and costs.

JOINDER

5. In addition to the foregoing, Landlord further joins in any additional objections filed by Debtors' other landlords to the extent that such objections are not inconsistent with the relief requested in this Objection.

RESERVATION OF RIGHTS

6. Landlord hereby reserves its rights to make such other and further specific objections as may be appropriate, including, but not limited to, objections regarding adequate assurance of future performance under Section 365.

CONCLUSION

For the reasons set forth above, Landlord respectfully requests that this Court (i) sustain this Objection; (ii) require that any order authorizing the assumption of the Lease affirmatively require Debtors to pay the Cure Amount and all amounts accrued but not yet billed following the date of this Objection; and (iii) grant Landlord such further relief as it deems proper.

Dated: May 22, 2025

Respectfully Submitted,

/s/ David Stauss

David Stauss (NJ I.D. #013862005)

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Denver, CO 80202

T: 303.749.7200; F: 303.749.7272

Email: david.stauss@huschblackwell.com

Caleb T. Holzaepfel, Esq. (*pro hac vice pending*)

HUSCH BLACKWELL LLP

736 Georgia Avenue, Suite 300

Chattanooga, Tennessee 37402

T: 423.755.2654; F: 423.266.5500

Email: caleb.holzaepfel@huschblackwell.com

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CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of May, 2025, I caused a copy of the foregoing to be served by electronic means through the ECF system to all registered ECF participants on the creditor matrix as well as by e-mail on the following parties:

<p>PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP Andrew N. Rosenberg, Esq. Alice Belisle Eaton, Esq. Christopher Hopkins, Esq. Sean A. Mitchell, Esq. 285 Avenue of the Americas New York, NY 10019 email: arosenberg@paulweiss.com email: aeaton@paulweiss.com email: chopkins@paulweiss.com email: nkrislov@paulweiss.com</p>	<p>Cole Schotz P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq., and Felice R. Yudkin, Esq. Seth Van Aalten, Esq. 25 Main Street Hackensack New Jersey 07601 email: msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com</p>
<p>Kelley Drye & Warren LLP One Jefferson Road Parsippany, New Jersey 07054 Attn: James S. Carr; Robert L. LeHane; Kristin S. Elliott jcarr@kelleydrye.com rlehane@kelleydrye.com kelliott@kelleydrye.com</p>	<p>Office of the United States Trustee Andrew R. Vara, U.S. Trustee, Regions 3 & 9 Fran B. Steele, Esq. Fran.B.Steele@usdoj.gov</p>
<p>SILLS CUMMIS & GROSS P.C. Andrew Sherman, Esq. Boris Mankovetskiy, Esq. Gregory Kopacz, Esq. One Riverfront Plaza Newark, NJ 07102 Telephone: (973) 643-7000 E-mail: asherman@sillscummis.com bmankovetskiy@sillscummis.com gkopacz@sillscummis.com</p>	<p>Leichtman Law PLLC Attn: Maura I. Russell, Esq. 185 Madison Avenue, 15th Floor New York, NY 10016 email: mrussell@leichtmanlaw.com</p>
<p>Lowenstein Sandler LLP Attn: Jeffrey Cohen, Esq. and Andrew Behlmann, Esq. One Lowenstein Drive Roseland, NJ 07068 email: jcohen@lowenstein.com</p>	<p>Choate, Hall & Stewart LLP Two International Place Boston, Massachusetts 02110 Attn: John F. Ventola; Jonathan D. Marshall;</p>

email: abehlmann@lowenstein.com	Mark D. Silva jventola@choate.com jmarshall@choate.com msilva@choate.com
New Rite Aid, LLC Attn: David Kastin 200 Newberry Commons Etters, Pennsylvania 17319 email: David.Kastin@riteaid.com	Greenberg Traurig LLP 500 Campus Drive, Suite 400 Florham Park, New Jersey 07932 Attn: Alan J. Brody; Julia Frost-Davies brodya@gtlaw.com julia.frostdavies@gtlaw.com

/s/ David Stauss

David Stauss (NJ I.D. #013862005)